

**AGREEMENT FOR
NON-PROFIT AGENCY SERVICES**

THIS AGREEMENT is entered into by and between Leon County, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and Bethel Community Development Corporation, a not for profit corporation, existing under the laws of the State of Florida, hereinafter referred to as "Agency".

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Agency covenants and represents to County that Agency shall provide a program of services as described in Attachment A, hereinafter referred to as the "Program".

ARTICLE 2: CONTRACT DOCUMENTS. The Agency shall comply with the following attachments which are attached and made a part of this Agreement:

Attachment "A" — Program Description
Attachment "B" — Payments
Attachment "C" — Special Conditions

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Agency shall be paid by County an amount not to exceed \$ 370,000.00 in accordance with Attachment B for the provision of the Program. Agency has been advised that no agent or employee of the County may authorize an increase in the above amount as evidenced by the initials of agency's representative in the margin. The County must authorize any increase in total compensation in writing.

ARTICLE 4: TERM. A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of twelve (12) months, commencing on June 01, 2004 and ending on May 31, 2005. The Program, whether provided before or after the execution of this Agreement, shall be provided by the Agency in accordance with all requirements and terms of this Agreement.

ARTICLE 5: TERMINATION. A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Agency upon determining that Agency has failed to comply with the terms of this Agreement. If Agency fails to comply with the terms of this Agreement, the County Administrator may, upon written notification to Agency withhold payment until the Agency complies with the conditions or terms. The notice shall specify the manner in which the Agency has failed to comply with this Agreement.

B. Upon expiration or termination of this Agreement for any reason, the Agency shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. The Agency's final request for payment and other documents required shall be submitted to County within thirty (30) calendar days after termination of this Agreement. The County shall not be responsible for any charges, claims or demands not received within the thirty (30) day period.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Agency: Bethel Community Development Corporation
501 West Orange Avenue
Tallahassee, FL 32310
Attention: Leroy "Sarge" Hill, Construction Manager

If by hand delivery: Same as above.

If mailed to County: Leon County Department of Housing Services
918 Railroad Avenue
Tallahassee, FL 32310
Attention: Joe Sharp, Health and Human Services, Division Director

If by hand delivery: Same as above.

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS; AUDITS

i. Agency shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Agency shall utilize the Tallahassee Lenders Consortium to provide client screening and qualification. Agency will ensure that all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services, is delivered to the county prior to the start of any construction projects.

iii. Agency's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Agency made by any local, State or Federal agency. The Agency will be audited by the County's internal auditors and shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Agency for at least four (4) years after the termination of this Agreement.

iv. Prior to receiving any funds under this Agreement, Agency shall submit a current year end financial statement. The submission of a year end financial statement by the Agency shall serve as agency's certification and representation that the information contained therein is true and correct. Agency recognizes that County has relied upon or will rely upon year end financial statements in making its determination to provide funds to the Agency, in the manner provided in this Agreement and if at any time the County determines that the information submitted is not true and correct, the County may immediately terminate this agreement and seek to recover any funds paid to Agency.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally, the Agency covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County in any manner that is in violation of any provision of the Constitutions of the United States and the State of Florida, or any applicable code, rules or laws.

C: LICENSES. Agency shall obtain any licenses required to provide the Program and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory

agency shall be forwarded to the County within ten days after receipt by Agency.

D: CONTRACTUAL LIABILITY. The relationship of the Agency to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Agency or any of the officers, employees, personnel, agents, or subcontractors of the Agency any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Agency in connection with the Program or for debts or claims accruing to such parties. Agency shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBCONTRACTORS. A part of the consideration provided by County hereunder is based upon the need to establish and maintain a fiscally sound not-for-profit entity to provide the Program to serve the interests and welfare of the residents of Leon County; therefore, the Agency agrees that the Program shall be provided by volunteers, subcontractors or employees of the Agency. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for the Agency's program.

F: NON-ASSIGNABILITY. Agency may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

G: AGENCY'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Agency shall provide the County with a list of representatives authorized to act on behalf of the Agency. The list of authorized representatives shall be approved by the Agency's Board of Directors.

H: AGENCY'S DIRECTORS. Agency agrees that paid staff shall not be a voting or elected member of the Agency's Board of Directors.

ARTICLE 8: INDEMNIFICATION. Agency shall indemnify, keep and save harmless the County, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Program required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Agency or its employees, or of the subcontractors or its employees, if any. Agency shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Agency shall, at its own expense, satisfy and discharge the same. Agency expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Agency, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Agency's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Agency at the above listed address. Upon receipt of notice, Agency, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect the County's right to provide its own defense and to recover from Agency attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Agency, the Agency is required to ensure that subcontractors procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance. Commercial general liability insurance shall be carried in an amount not less than \$500,000 aggregate. Upon due notice from County, Agency shall ensure that subcontractors procure additional insurance as may reasonably be requested by the County to protect the County from liability.

Until such time as the insurance is no longer required, the Agency shall provide the County with renewal or replacement certificates of insurance for subcontractors not less than 30 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Agency shall, not less than 30 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate for subcontractors, as reasonably soon as possible.

Leon County, a charter county and a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage, and entitled to notice of cancellation or termination. The County shall be under no obligation to pay agency for any services provided or for any costs associated with Agency's Program for any period of time not covered by the insured required under this Agreement.

Agency shall immediately notify County upon a lapse in the coverage required by this Agreement or cancellation of any of the insurance policies. Agency shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverage required herein without the express written permission of County's Representative.

ARTICLE 10: COUNTY'S REPRESENTATIVE. The Director of County's Health and Human Services Division or such other employee as may be designated in writing by the County Administrator shall serve as County's Representative and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Agency's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with County's Representative shall be referred to the County Administrator or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives, this _____ day of _____, at Tallahassee, Leon County, Florida.

AGENCY

Bethel Community Development Corporation (BCDC)

BY: _____
Leroy "Sarge" Hill, BCDC Executive Director

WITNESSES:

Print Name: _____

Sign Name: _____

Title: _____

Print Name: _____

Sign Name: _____

Title: _____

LEON COUNTY, FLORIDA

BY: _____
Jane G. Sauls, Chairman
Board of County Commissioners

ATTESTED BY:

Bob Inzer, Clerk of Circuit Court

BY: _____

Approved as to Form:

COUNTY ATTORNEY'S OFFICE
LEON COUNTY, FLORIDA

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

Attachment A

SCOPE OF SERVICES

I. SHIP FUNDING ASSISTANCE PROCESSING
(All Programs)

1. APPLICATION INTAKE AND FILE PROCESSING

The Agency shall conduct outreach and advertisement services to identify ten (10) owner occupied houses, located in the unincorporated areas of Leon County. Agency must schedule appointments with applicants and conduct feasibility checks for Home Replacement services.

Agency shall ensure that all selected homes are owned and occupied by low income applicants, which is 80% below the Leon County median income level. A minimum of four of the ten owner occupied homes must be very low income applicants, which is 50% below the Leon County median income level.

Upon identification of all ten (10) Home Rehabilitation clients, the Agency shall notify the Leon County Department of Housing Services for verification of feasibility. The Agency will also verify that the selected homes are not located in a 100 year flood plain. If homes are in a flood plain, the Agency must ensure that the homeowner purchase a one year flood insurance policy, in an amount not less than \$37,000, prior to the loan closing. Once feasibility is verified by Leon County Department of Housing Services, Agency must send each client to the Tallahassee Lenders Consortium for application completion. Upon application completion, Tallahassee Lenders Consortium will conduct a lien closing.

The Tallahassee Lenders Consortium will prepare the contract documents, loan agreements, (specifying within the agreement that the agreement is between Leon County and the Homeowner), 3 day right to cancel, truth in lending, finance closing summary, Notice of Commencement, any other required documents and conduct the loan closing with the homeowners.

The Agency's facility must allow for the accessibility and accommodation of eligible applicants, including individuals of the special needs population. The Agency shall ensure the provision of a full-time office, operative during regular business hours and the availability of one-on-one assistance to special needs population on a gratuitous basis at any location deemed most appropriate for the applicant.

Agency must ensure that within fifteen (15) days or less, from the feasibility determination, the applicant is sent to Tallahassee Lender's Consortium for eligibility and file completion. This review shall include adherence to SHIP eligibility criteria, priorities and guidelines as established in Leon County's Local Housing Assistance Plan.

Agency shall ensure that within three days following the notice to proceed, that the Tallahassee Lender's Consortium forward all complete applicant packages to the Leon County Department of Housing Services.

2. DEVELOPMENT AND AWARD

The Agency will conduct the following construction services: Repair of all code violations of the existing home, clearance and preparation of the site (if any), replacement of or modification to the septic, sanitary and water supply systems; which would include but are not limited to, connection to a public water or waste water system if available.

Agency must use the Leon County Department of Housing Services Rehabilitation standards.

During or prior to the finalization of the rehabilitation assessment package, the Agency will determine the homeowner's temporary relocation needs. The Agency will inform the homeowner of the maximum amount available \$1,000, for assistance and have the homeowner sign the

temporary relocation notice.

The Agency will obtain a site survey, soil and septic tank tests. Wells will be inspected, unless the homeowner certifies in writing, that the well is acceptable.

The Agency shall attend each closing to ensure proper execution of all appropriate documents. Following the closing, Tallahassee Lender's Consortium shall obtain and provide to County and the Agency the following executed documents: 1) Copy of the SHIP Mortgage; 2) Original SHIP Promissory Note; 3) Copy of the Notice of Limiting Future Advance; 4) Copy of Lender's Note and Mortgage; 5) Original SHIP Truth-in-Lending; 6) Copy of Survey; 7) Copy of Applicant's Drivers License or Photo ID; 8) Copy of fully executed HUD-1 Closing Statement Evidencing No Cash Back to Applicant. Tallahassee Lender's Consortium shall submit to the County in the required format, the appropriate documents to allow for payment of services rendered. This process will be reviewed with the Agency and the County, prior to implementation of program. Immediately following the closing, the Agency must ensure that the Tallahassee Lenders Consortium sends each lien to the Leon County Clerks Office for recording.

3. **CONSTRUCTION SERVICES:**

After the expiration of the three day right to cancel, the Agency will issue a notice to proceed to the Contractor. The notice must specify the number of days for completion of the work (not to exceed 60 days after the receipt of permits). The Agency will also coordinate the issuance of the notice to proceed with the homeowners vacating of the dwelling, if relocation is required. The Agency must monitor the construction process, including the inspection of work, payment requests, securing lien waivers, warranties and approvals by the county and the homeowner

Attachment B

PAYMENTS

1. Agency shall submit a request for total payment, after the construction contractor has completed home rehabilitation services. Once work is verified by the County Rehabilitation Specialist and the unit receives a C.O. (Certificate of Occupancy) from the Leon County Building Inspector and the Homeowner, the Agency will be issued the total payment for construction services. Along with the request for payment, Agency shall submit such documentation of expenditures and services rendered as may reasonably be required by the County, including any monthly, quarterly and annual reports as are required by this Agreement for the monthly service delivery payment.
2. The County may withhold payment upon a determination that any report and/or documentation provided by the Agency is not satisfactory.
3. Upon the Leon County Department of Housing Services approval of the Agency's monthly report, program services funds will be disbursed to the Agency. There will be twelve payments total.
4. Within thirty (30) days after the end of the term of the Agreement, the Agency shall submit a final and completion report. The County shall not be responsible for payment of any charges, claim or demands of the Agency not received within the thirty (30) day period. Agency's payment will not exceed the amounts provided in Exhibit 1 to Attachment B. **The County will not issue payment for work on homes that are not complete with a C.O. (Certificate of Occupancy) and the homeowner's approval, submitted on or before May 31, 2005.**

Exhibit 1 to Attachment B

PAYMENTS

Agency shall be paid fees in the following manner for services rendered:

**I. Project Costs
(All Programs)**

	<u>Per Unit</u>	<u>Units</u>
SHIP Assistance	\$37,000.00	10
<i>Total Home Rehabilitation Assistance utilizing SHIP</i>		<i>10</i>
TOTAL FUNDING.....		<u>\$ 370,000.00</u>

II. Itemized Costs and Breakdown

SHIP – Reimbursement of all costs and fees included under this agreement not to exceed \$37,000 per house for ten houses which totals \$370,000. The following items are reimbursable upon the submission of invoices, detailing each expenditure, utilizing SHIP funds: survey, soil, septic and well testing, materials, subcontractor expenditures (septic, demolition, electrical, landscaping, plumbing, HVAC) permits, temporary relocation, any additional direct construction costs and service delivery costs not to exceed \$37,000 per rehabilitated home.

Note: Funds must be used as specified.



Exhibit 2 to Attachment B
BOARD OF COUNTY COMMISSIONERS

Department of Public Service
Health & Human Services Division
Housing Services Department
Contractor Payment Request

Request #		Payment Type - Progress		Completion		Final Release	
NAME				DATE			
ADDRESS				PROJECT #			
CONTRACTOR				LC PO#			
ADDRESS				INVOICE #			
Original Contract Amount				Value of Work Completed			
Adjusted Contract Amount				Less Amount Retained (10%)			
Percent Complete				Less Liquidated damages			
Liquidated Damages @ \$100 per day				Less Previous Payments			
Excess Relocation Cost				Amount Due This Request			
Penalties and Other Deductions				Balance Remaining in Contract			

Contractor: I hereby request an inspection to receive payment # _____ for the amount of _____. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full on this date, except those listed as not paid on the cost breakdown sheet. I further certify that all necessary permits have been issued and have passed all required inspections.

Contractor

Date

Homeowner: I/We hereby agree that the work stated by the Contractor has been satisfactorily completed and approve payment to the Contractor in accordance with the Agreement and contingent upon inspection and concurrence by the Rehabilitation Specialist. It is understood that the actual amount disbursed will be based on the findings of that inspection

Owner

Date

Owner

Date

Rehabilitation Specialist I hereby certify that all work as indicated on the Contractor's payment request is satisfactorily completed and that all items required of the Contractor per the Contract Agreement have been submitted and approved. I hereby request approval of the payment to the Contractor in the Amount of \$_____.

Housing Rehabilitation Specialist

Date

Housing Coordinator

Date

Attachment C

SPECIAL CONDITIONS

1. All forms referenced in this Agreement not attached herein shall be provided or approved by County's Representative and shall be completed and submitted by Agency to County.
2. Leon County Local Housing Assistance Plan 2002-2005 adopted by the Board of County Commissioners shall apply to this contract. Agency shall agree to comply with SHIP, CDBG and HFA regulations and requirements as well as other grant requirements applicable to County and related to Agency's services under this Agreement.
3. County reserves the right to make changes in the County's Housing Program. Agency agrees to continue to implement the services provided herein in accordance with such changes. County's Representative shall provide Agency with written notice of changes in the program. Agency's obligation shall not extend to changes that would change the units of service, nature of the service, or require Agency to provide additional services, which may only be required by a mutually agreed to written amendment.
4. County reserves the right to approve changes in Agency's delivery of program as deemed necessary for program implementation.
5. Agency shall maintain duplicate files and addresses of all clients served through this Agreement and make available to County as required.
6. Agency shall agree to participate in a training program identified by the Leon County Housing Services Department and relevant to the services provided in this Agreement.

REPORTING

Monthly Reports – Agency shall provide a monthly report, on the 30th of each month, ending with May 31, 2005 summarizing all activities and expenditures for the current month. Upon the submission and approval of the monthly report, program services funds will be paid.

Quarterly Reports – Agency shall provide on a quarterly basis on the 30th of the month, beginning with quarterly period ending with May 31, 2005. All reports shall be all inclusive reports, from the effective date of the agreement through the current. The report shall reflect the following information:

- A. General Report
 1. One Copy of Board of Directors minutes
 2. Statement of anticipated difficulties Agency may have in meeting contractual requirements for units of service by the end of the contract year.
 3. Number of unduplicated clients served under each program.
 4. A progress report on assisted applicants along with assessment of any problems or concerns encountered to date.
- B. Revenue/Expenditure Report: Agency shall submit to County's Representative on a form of which shall be provided or approved by County's Representative, a report showing year-to-date revenue (by source) and expenditures (by line item).
- C. Tracking Informational Report:
 1. Applicant's last name, first
 2. Address of home
 3. Purchase date
 4. Purchase price
 5. First mortgage amount
 6. Lender's name and address
 7. Amount of SHIP assistance
 8. Household composition/income category

7. Agency shall provide an avenue of availability to participants who may encounter language and/or communication barriers (i.e., language interpreters, assistance to the hearing impaired, etc.)